STATE OF SOUTH CAROLINA
IN COURT OF APPEALS

Anderson Brothers Bank
Plaintiff-respondent,

Vs.

Dazarhea Monique Parson, aka Dazarhea D Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone, Jr. a/k/a Arnold Tyrone)Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles, Defendants,

Defendant-appellants.

Appellant's Mandatory Judicial Notice
Appeal number 2013-001824
Marion County Case number 2013-CP-33-306

Appeal from order granting summary judgment
Marion County Special Referee,
Haigh Porter, presiding

Arnold Jr. Dazarhea Parson
3546 Quail Roost Road
Mullins, South Carolina [29574]

July 18, 2014

Mandatory Judicial Notice

Defendants, is unschooled in law and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather than in the form, and hereby makes the following pleadings/notices in the above referenced matter without waiver of any defenses. With this fact in mind, Defendants requests this Honorable Court to consider their pleadings in substance.

SOUTH CAROLINA UNANNOTATED CODE SECTION

14-11-20:

Pursuant to the provisions of Section 2-19-110, masters-in-equity must be appointed by the Governor with the advice and consent of the General Assembly for a term of six years and until their successors are appointed and qualify. No person is eligible to hold the office of master-in-equity who is not at the time of his appointment a citizen of the United States and of this State, has not attained the age of thirty-two years upon his appointment, has not been a licensed attorney for at least eight years upon his appointment, has not been a resident of this State for five years immediately preceding his appointment, and has not been found qualified by the Judicial Merit Selection Commission.

Each master-in-equity of this State qualifies by taking the oath required by the Constitution of this State before a justice of the Supreme Court, a judge of the Court of Appeals, the President of the Senate, the Speaker of the House of Representatives, a circuit judge, the Clerk of the Supreme Court, a clerk of the court of common pleas, or a probate judge of the county and immediately enters upon his duties. The oath must be filed in the office of the Secretary of State.

A full-time master-in-equity is prohibited from engaging in the practice of law. A part-

time master-in-equity may practice law but is prohibited from appearing before another master-in-equity. A standing master-in-equity may not serve as the probate judge of any county.

HISTORY: 1962 Code Section 15-1808; 1952 Code Section 15-1808; 1942 Code Section 3680; 1932 Code Section 3687; Civ. C. '22 Section 2224; Civ. C. '12 Section 1375; Civ. C. '02 Section 968; G. S. 784; R. S. 838; 1898 (22) 694; 1899 (33) 85; 1901 (26) 675; 1979 Act No. 164, Part II Section 3, eff July 1, 1979; 1988 Act No. 678, Part II, Section 4, eff January 1, 1989; 1996 Act No. 391, Part V, Section 5, eff June 4, 1996; 1997 Act No. 35, Section 5, eff May 21, 1997.

SOUTH CAROLINA UNANNOTATED CONSTITUTION

Article I- Declaration of Rights

SECTION 3. Privileges and immunities; due process; equal protection of laws.

The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws. (1970 (56) 2684; 1971 (57) 315.)

SECTION 14. Trial by jury; witnesses; defense.

The right of trial by jury shall be preserved inviolate. Any person charged with an offense shall enjoy the right to a speedy and public trial by an impartial jury; to be fully informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to be fully heard in his defense by himself or by his counsel or by both. (1970 (56) 2684; 1971 (57) 315.)

SECTION 22. Procedure before administrative agencies; judicial review.

No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard; nor shall he be subject to the same person for both prosecution and adjudication; nor shall he be deprived of liberty or property unless by a mode of procedure prescribed by the General Assembly, and he shall have in all such instances the right to judicial review. (1970 (56) 2684; 1971 (57) 315.)

SECTION 23. Provisions of Constitution mandatory.

The provisions of the Constitution shall be taken, deemed, and construed to be mandatory and

prohibitory, and not merely directory, except where expressly made directory or permissory by its own terms. (1970 (56) 2684; 1971 (57) 315.)

SOUTH CAROLINA ANN CODE 37-5-302. Disclosure violations.

A person is guilty of a misdemeanor and upon conviction may be sentenced to pay a fine not exceeding five thousand dollars, or to imprisonment not exceeding one year, or both, if he willfully and knowingly

(1) Gives false or inaccurate information or fails to provide information which he is required to disclose under the provisions of the Federal Truth in Lending Act,

(2) Uses any rate table or chart, the use of which is authorized by the provisions of the Federal Truth in Lending Act, in a manner which consistently understates the annual percentage rate determined according to those provisions; or

(3) Otherwise fails to comply with any requirement of the provisions on disclosure of the Federal Truth in Lending Act.

(4) The criminal liability of a person under this section is in lieu of and not in addition to his criminal liability under the Federal Truth in Lending Act; no prosecution of a person with respect to the same violation may be maintained pursuant to both this section and the Federal Truth in Lending Act.

RULE 1002

This rule corresponds to the common law best evidence rule. See Hera v. McCormick, 425 Pa. Super. 432, 625 A.2d 682 (1993).

Reasons justifying the rule:

1. The exact words of many documents especially operative or dispostive documents, such as deeds wills, or contracts, are so important in determining a party's rights accruing under these documents.
2. Secondary evidence of contracts of documents, whether copies or testimony, is susceptible inaccuracy.
3. The rule inhibits fraud because it allows the parties to examine the original document to detect alterations and erroneous testimony about the contents of the documents.
4. The appearance of the original may furnish information as to its authenticity.

RULE 1003:

A duplicate is admissible to the same extent as an original unless (i) a genuine question is raised as to the authenticity of the original or (ii) in the circumstances it would be unfair to admit the duplicate in lieu of the original.

79th Congress Administrative Procedures Act which states that all courts operate in administrative capacity only against themselves, are corporations and foreign to the living man/woman who can only appear as the plaintiff

The U.S. government/corporation (USC Title 28 Part VI Chapter 176 Subchapter A Statute 3002 (15) "United States" means (A) a Federal corporation") and all its sub-corporations charged through their Fiduciary Duty

Most all contracts (mortgage, car loan, credit cards) are one sided/unilateral as there was no two party signatures, no meeting of the minds and are therefore, null and void. They are unconscionable and fraudulent and one has the legal right to rescind, revoke and cancel one's signature and demand one's promissory note back, deposit it in the bank and write checks against

it.

MEMORANDUM OF LAW BANK FRAUD

We have, through research, learned the following to be true and most likely applies to us, which is the reason we have requested and demanded "the bank" to give full disclosure validating their claims and produce pursuant to applicable law. This MEMORANDUM serves to support our suspicions and identify criminal facts. The "bank" allegedly "loaned us their money" when in reality they deposited (credited) our promissory note and used that deposit to "pay our seller". Source and reasoning after reviewing the original file clearly shows this fact, which is the reason for the "bank" refusing and failing to give full disclosure validating their claims and to produce as stipulated by law. However, the truth is evident and there is plenty of law backing up the fact that the bank is criminal.

FORECLOSURE ACTIONS AND CASES LAWFULLY DISMISSED (NOT LETTING BANK FORECLOSE WITHOUT LAWFUL VALIDATION AND PRODUCTION) BY THE COURTS DUE TO BANK'S FAILURE TO VALIDATE & PRODUCE AS STIPULATED BY LAW AND COMMITTED "BANK FRAUD" AGAINST THE BORROWER

FROM THE BAR ASSOCIATION'S OFFICIAL WEB SITE :... *"this Court has the responsibility to assure itself that the foreclosure plaintiffs have standing and that subject matter jurisdiction requirements are met at the time the complaint is filed. Even without the concerns raised by the documents the plaintiffs have filed, there is reason to question the existence of standing and the jurisdictional amount".*

1."A national bank has no power to lend its credit to any person or corporation . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.

2. Countrywide Home Loans, Inc. v Taylor - Mayer, J., Supreme Court, Suffolk County / 9/07

3. American Brokers Conduit v. ZAMALLOA - Judge SCHACK 28Jan2008 Aurora Loan Services v. MACPHERSON - Judge FARNETI 1 1Mar2008

4."A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would

look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.

5."In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him."' Farmers and Miners Bank v. Bluefield Nat 'l Bank, 11 F 2d 83, 271 U.S. 669.

6. Bank of New York v. SINGH - Judge KURTZ 14Dec2007

7. Bank of New York v. TORRES - Judge COSTELLO 11Mar2008

8.Bank of New York v. OROSCO - Judge SCHACK 19Nov2007 Citi Mortgage Inc. v. BROWN - Judge FARNETI 13Mar2008

9. "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often.... Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430.

"It has been settled beyond controversy that a national bank, under federal Law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires . . ." Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).

10. ". . . checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.

11. American Brokers Conduit v. ZAMALLOA - Judge SCHACK 11 Sep2007 Countrywide Mortgage v. BERLIUK - Judge COSTELLO 1 3Mar2008

12. Deutsche Bank v. Barnes-Judgment Entry

13. Deutsche Bank v. Barnes-Withdrawal of Objections and Motion to Dismiss
Deutsche Bank v. ALEMANY Judge COSTELLO 07Jan2008
Deutsche Bank v. Benjamin CRUZ – Judge KURTZ 21May2008
Deutsche Bank v. Yobanna CRUZ - Judge KURTZ 21May2008
Deutsche Bank v. CABAROY - Judge COSTELLO 02Apr2008
Deutsche Bank v. CASTELLANOS / 2007NYSlipOp50978U/- Judge SCHACK 11May2007

14. Deutsche Bank v. CASTELLANOS/ 2008NYSlipOp50033U/ - Judge SCHACK 14Jan 2008

15. HSBC v. Valentin - Judge SCHACK calls them liars and dismisses WITH prejudice **

16.Deutsche Bank v. CLOUDEN / 2007NYSlipOp5 1 767U/ Judge SCHACK 1 8Sep2007

17. Deutsche Bank v. EZAGUI - Judge SCHACK 21Dec2007
Deutsche Bank v. GRANT - Judge SCHACK 25Apr2008
Deutsche Bank v. HARRIS - Judge SCHACK 05Feb2008

18. Deutsche Bank v. LaCrosse, Cede, DTC Complaint

19. Deutsche Bank v. NICHOLLS - Judge KURTZ 21May2008
Deutsche Bank v. RYAN - Judge KURTZ 29Jan2008
Deutsche Bank v. SAMPSON - Judge KURTZ 16Jan2008

20. Deutsche v. Marche - Order to Show Cause to VACATE Judgment of Foreclosure – 11 June2009

21. GMAC Mortgage LLC v. MATTHEWS - Judge KURTZ 10Jan2008
GMAC Mortgage LLC v. SERAFINE - Judge COSTELLO 08Jan2008

HSBC Bank USA NA v. CIPRIANI Judge COSTELLO 08Jan2008
HSBC Bank USA NA v. JACK - Judge COSTELLO 02Apr2008
IndyMac Bank FSB v. RODNEY-ROSS - Judge KURTZ 15Jan2008
LaSalleBank NA v. CHARLEUS - Judge KURTZ 03Jan2008
LaSalleBank NA v. SMALLS - Judge KURTZ 03Jan2008
PHH Mortgage Corp v. BARBER - Judge KURTZ 15Jan2008
Property Asset Management v. HUAYTA 05Dec2007

22.Rivera, In Re Services LLC v. SATTAR / 2007NYSlipOp5 1 895U/ - Judge SCHACK 09Oct2007

23. USBank NA v. AUGUSTE - Judge KURTZ 27Nov2007
USBank NA v. GRANT - Judge KURTZ 14Dec2007
USBank NA v. ROUNDTREE - Judge BURKE 11Oct2007
USBank NA v. VILLARUEL - Judge KURTZ 01Feb2008

24. Wells Fargo Bank NA v. HAMPTON - Judge KURTZ 03 Jan2008

25. Wells Fargo, Litton Loan v. Farmer WITH PREJUDICE Judge Schack June2008

26. Wells Fargo v. Reyes WITH PREJUDICE, Fraud on Court & Sanctions Judge Schack June2008

27. Deutsche Bank v. Peabody Judge Nolan (Regulation Z) Indymac Bank,FSB v. Boyd - Schack J. January 2009

28. Indymac Bank, FSB v. Bethley - Schack, J. February 2009 (The tale of many hats)

29. LaSalle Bank Natl. Assn. v Ahearn - Appellate Division, Third Department (Pro Se)

30. NEW JERSEY COURT DISMISSES FORECLOSURE FILED BY DEUTSCHE BANK FOR FAILURE TO PRODUCE THE NOTE

31. Whittiker v. Deutsche (MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS*)* Whittiker (PLAINTIFFS' OBJECTIONS TO REPORT AND RECOMMENDATION) Whittiker (DEFENDANT WELTMAN, WEINBERG & REIS CO., LPA'S RESPONSE TO PLAINTIFFS' OBJECTIONS TO REPORT AND RECOMMENDATION) Whittiker (RESPONSE TO PLAINTIFFS' OBJECTIONS TO MAGISTRATE JUDGE PEARSON'S REPORT AND RECOMMENDATION TO GRANT ITS MOTION TO DISMISS)

32. Novastar v. Snyder * *(lack of standing)* Snyder *(motion to amend w/prejudice)* Snyder *(response to amend)*

33. Washington Mutual v. City of Cleveland *(WAMU's motion to dismiss)*

34. 2008-Ohio-1177; DLJ Mtge. Capital, Inc. v. Parsons (*SJ Reversed for lack of standing*)

35. Everhome v. Rowland

36. Deutsche - Class Action (RICO) Bank of New York v. TORRES – Judge COSTELLO 1 1Mar2008

37. Deutsche Bank Answer Whittiker
38. Manley Answer Whittiker
39. Justice Arthur M. Schack
40. Judge Holschuh- Show cause

41. Judge Holschuh- Dismissals

42. Judge Boyko's Deutsche Bank Foreclosures

43. Rose Complaint for Foreclosure | Rose Dismissals

44. O'Malley Dismissals

45. City Of Cleveland v. Banks

46. Dowd Dismissal

47. EMC can't find the note

48. Ocwen can't find the note

49. US Bank can't find the Note

50. US Bank - No Note

51. Key Bank - No Note

52. Wells Fargo - Defective pleading

53. Complaint in Jack v. MERS, Citi, Deutsche

54. GMAC v. Marsh

55. Massachusetts : Robin Hayes v. Deutsche Bank

56. Florida: Deutsche Bank's Summary Judgment Denied

57. Texas: MERS v. Young / 2nd Circuit Court of Appeals - PANEL: LIVINGSTON,

DAUPHINOT, and MCCOY, JJ.

58. Nevada: MERS crushed: In re Mitchell

59. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. *I Morse. Banks and Banking* 5th Ed. Sec 65; *Magee, Banks and Banking*, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429.

60. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." Federal Intermediate Credit Bank v. L 'Herrison, 33 F 2d 841, 842 (1929).

61. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 E 471.

62. "A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe, 91 P 133, 32 Utah 406.

63. "A bank is not the holder in due course upon merely crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.

64. "A check is merely an order on a bank to pay money." Young v. Hembree, 73 P2d 393

65. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." Barnsdall Refining Corn. v. Birnam Wood Oil Co. 92 F 26 817.

66. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." Leonard v. Springer 197 Ill 532. 64 NE 301.

67. "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co.,147 Wis 559-572; 132 NW 1122.

68. "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis 550, 279 NW 83.

69. "It is not necessary for recission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis 2d 166.

70. "Each Federal Reserve bank is a separate corporation owned by commercial banks in its region ..." Lewis v. United States, 680 F 20 1239 (1982).

71. *LYNN E. SZYMONIAK, Plaintiffs, vs. AMERICAN HOME MORTGAGE SERVICING et al.,Defendants. September 20th, 2013*

72. *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872

According to the Federal Reserve Banks' own book of Richmond, Va. titled "YOUR MONEY" page seven, **"...demand deposit accounts are not legal tender..."** If a promissory note is legal tender, the bank must accept it to discharge the mortgage note. The bank changed the currency from the money deposited, (mortgage note) to check book money (liability the bank owes for the mortgage note deposited) forcing us to labor to pay interest on the equity, in real property (real estate) the bank received for free. This cost was not disclosed in **NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW, Federal Reserve Regulation Z.**

When a bank says they gave you credit, they mean they credited your transaction account, leaving you with the presumption that they deposited other depositors money in the account. The fact is they deposited your money (mortgage note). The bank cannot claim they own the mortgage note until they loan you their money. If bank deposits your money, they are to credit a Demand Deposit Account under your name, so you can write checks and spend your money. In this case they claim your money is their money. Ask a criminal attorney what happens in a fraudulent conversion of your funds to the bank's use and benefit, without your signature or authorization.

What the banks could not win voluntarily, through deception they received for free. Several presidents, John Adams, Thomas Jefferson, and Abraham Lincoln believed that banker capitalism was more dangerous to our liberties than standing armies. U.S. President James A. Garfield said, "Whoever controls the money in any country is absolute master of industry and commerce."

The Chicago Federal Reserve Bank's book,"Modern Money Mechanics", explains exactly how the banks expand and contract the checkbook money supply forcing people into foreclosure. This could never happen if contracts were not violated and if we received equal protection under the law of Contract.

LOGIC AS EVIDENCE

The check was written without deducting funds from Savings Account or Certificate of Deposit

allowing the mortgage note to become the new pool of money owed to Demand Deposit Account, Savings Account, Certificate of Deposit with Demand Deposit, Savings Account, and/or Certificate of Deposit increasing by the amount of the mortgage note. In this case the bankers sell the mortgage note for Federal Reserve Bank Notes or other assets while still owing the liability for the mortgage note sold and without the bank giving up any- Federal Reserve Bank Notes.

If the bank had to part with Federal Reserve Bank Notes, and without the benefit of checks to hide the fraudulent conversion of the mortgage note from which it issues the check, the bank fraud would be exposed.

Federal Reserve Bank Notes are the only money called legal tender. If only Federal Reserve Bank Notes are deposited for the credit to Demand Deposit Account- Savings Account, Certificate of Deposit, and if the bank wrote a check for the mortgage note, the check then transfers Federal Reserve Bank Notes and the bank gives the borrower a bank asset. There is no increase in the check book money supply that exists in the loan process.

The bank policy is to increase bank liabilities; Demand Deposit Account, Savings Account, Certificate of Deposit, by the mortgage note. If the mortgage note is money, then the bank never gave up a bank asset. The bank simply used fraudulent conversion of ownership of the mortgage note. The bank cannot own the mortgage note until the bank fulfills the contract.

The check is not the money; the money is the deposit that makes the check good. In this case, the mortgage note is the money from which the check is issued. Who owns the mortgage note when the mortgage note is deposited? The borrower owns the mortgage note because the bank never paid money for the mortgage note and never loaned money (bank asset). The bank simply claimed the bank owned the mortgage note without paying for it and deposited the mortgage note from which the check was issued. This is fraudulent conversion. The bank risked nothing! Not even one penny was invested. They never took money out of any account, in order to own the mortgage note, as proven by the bookkeeping entries, financial ratios, the balance sheet, and of course the bank's literature. The bank simply never complied with the contract.

If the mortgage note is not money, then the check is check kiting and the bank is insolvent and the bank still never paid. If the mortgage note is money, the bank took our money without showing the deposit, and without paying for it, which is fraudulent conversion. The bank claimed it owned the mortgage note without paying for it, then sold the mortgage note, took the cash and never used the cash to pay the liability it owed for the check the bank issued. The liability means that the bank still owes the money. The bank must return the mortgage note or the cash it received in the sale, in order to pay the liability. Even if the bank did this, the bank still never loaned us the bank's money, which is what 'loan' means. The check is not money but merely an order to pay money. If the mortgage note is money then the bank must pay the check by returning the mortgage note.

The only way the bank can pay Federal Reserve Bank Notes for the check issued is to sell the mortgage note for Federal Reserve Bank Notes. Federal Reserve Bank Notes are non-redeemable in violation of the UCC. The bank forces us to trade in non-redeemable private bank notes of

which the bank refuses to pay the liability owed. When we present the Federal Reserve Bank Notes for payment the bank just gives us back another Federal Reserve Bank Note which the bank paid 2 1/2 cents for per bill regardless of denomination.

What a profit for the bank!

The check issued can only be redeemed in Federal Reserve Bank Notes, which the bank obtained by selling the mortgage note that they paid nothing for.
The bank forces us to trade in bank liabilities, which they never redeem in an asset. We the people are forced to give up our assets to the bank for free, and without cost to the bank. This is fraudulent conversion making the contract, which the bank created with their policy of bookkeeping entries, illegal and the alleged contract null and void. The bank has no right to the mortgage note or to a lien on the property, until the bank performs under the contract. The bank had less than ten percent of Federal Reserve Bank Notes to back up the bank liabilities in Demand Deposit Account, Savings Account, or Certificate of Deposit's. A bank liability to pay money is not money. When we try and repay the bank in like funds (such as is the banks policy to deposit from which to issue checks) they claim it is not money. The bank's confusing and deceptive trade practices and their alleged contracts are unconscionable.

SUMMARY OF DAMAGES
The bank made the alleged borrower a depositor by depositing a $100,000 negotiable instrument, which the bank sold or had available to sell for approximately $100,000 in legal tender. The bank did not credit the borrower's transaction account showing that the bank owed the borrower the $100,000. Rather the bank claimed that the alleged borrower owed the bank the $100,000, then placed a lien on the borrower's real property for $100,000 and demanded loan payments or the bank would foreclose.

The bank deposited a non-legal tender negotiable instrument and exchanged it for another non legal tender check, which traded like money, using the deposited negotiable instrument as the money deposited. The bank changed the currency without the borrower's authorization. First by depositing non legal tender from which to issue a check (which is non-legal tender) and using the negotiable instrument (your mortgage note), to exchange for legal tender, the bank needed to make the check appear to be backed by legal tender. No loan ever took place.

Damages exist in that the bank refuses to loan their money. The bank denies the alleged borrower equal protection under the law and contract, by merely exchanging one currency for another and refusing repayment in the same type of currency deposited. The bank refused to fulfill the contract by not loaning the money, and by the bank refusing to be repaid in the same currency, which they deposited as an exchange for another currency. A debt tender offered and refused is a debt paid to the extent of the offer. The bank has no authorization to alter the alleged contract and to refuse to perform by not loaning money, by changing the currency and then refusing repayment in what the bank has a written policy to deposit.
The seller of the home received a check. The money deposited for the check issued came from the borrower not the bank. The bank has no right to the mortgage note until the bank performs by loaning the money.

In the transaction the bank was to loan legal tender to the borrower, in order for the bank to secure a lien. The bank never made the loan, but kept the mortgage note the alleged borrower signed. This allowed the bank to obtain the equity in the property (by a lien) and transfer the wealth of the property to the bank without the bank's investment, loan, or risk of money. Then the bank receives the alleged borrower's labor to pay principal and Usury interest. What the people owned or should have owned debt free, the bank obtained ownership in, and for free, in exchange for the people receiving a debt, paying interest to the bank, all because the bank refused to loan money and merely exchanged one currency for another. This places you in perpetual slavery to the bank because the bank refuses to perform under the contract. The lien forces payment by threat of foreclosure. The mail is used to extort payment on a contract the bank never fulfilled.

If the bank refuses to perform, then they must return the mortgage note. If the bank wishes to perform, then they must make the loan. The past payments must be returned because the bank had no right to lien the property and extort interest payments. The bank has no right to sell a mortgage note for two reasons. The mortgage note was deposited and the money withdrawn without authorization by using a forged signature and; two, the contract was never fulfilled. The bank acted without authorization and is involved in a fraud thereby damaging the alleged borrower.

Excerpts From "Modem Money Mechanics" Pages 3 & 6

What Makes Money Valuable? In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries. Coins do have some intrinsic value as metal, but generally far less than face value.

Then, bankers discovered that they could make loans merely by giving their promises to pay, or bank notes, to borrowers, in this way, banks began to create money. More notes could be issued than the gold and coin on hand because only a portion of the notes outstanding would be presented for payment at any one time. Enough metallic money had to be kept on hand, of course, to redeem whatever volume of notes was presented for payment.

Transaction deposits are the modem counterpart of bank notes. It was a small step from printing notes to making book entries crediting deposits of borrowers, which the borrowers in turn could "spend" by writing checks, thereby "printing" their own money.

Notes, exchange just like checks.

How do open market purchases add to bank reserves and deposits? Suppose the Federal Reserve System, through its trading desk at the Federal Reserve Bank of New York, buys $10,000 of Treasury bills from a dealer in U.S. government securities. In today's world of Computer financial transactions, the Federal Reserve Bank pays for the securities with an "electronic" check drawn on itself. Via its "Fedwire" transfer network, the Federal Reserve notifies the dealer's designated bank (Bank A) that payment for the securities should be credited to (deposited in) the dealer's account at Bank A. At the same time, Bank A's reserve account at the Federal Reserve is credited for the amount of the securities purchased. The Federal Reserve System has added $10,000 of securities to its assets, which it has paid for, in effect, by creating a

liability on itself in the form of bank reserve balances. These reserves on Bank A's books are matched by $10,000 of the dealer's deposits that did not exist before.

If business is active, the banks with excess reserves probably will have opportunities to loan the $9,000. Of course, they do not really pay out loans from money they receive as deposits. If they did this, no additional money would be created. What they do when they make loans is to accept promissory notes in exchange for credits to tile borrower's transaction accounts. Loans (assets) and deposits (liabilities) both rise by $9,000. Reserves are unchanged by the loan transactions. But the deposit credits constitute new additions to the total deposits of the banking system.

PROOF BANKS DEPOSIT NOTES AND ISSUE BANK CHECKS. THE CHECKS ARE ONLY AS GOOD AS THE PROMISSORY NOTE. NEARLY ALL BANK CHECKS ARE CREATED FROM PRIVATE NOTES. FEDERAL RESERVE BANK NOTES ARE A PRIVATE CORPORATE NOTE (Chapter 48, 48 Stat 112) WE USE NOTES TO DISCHARGE NOTES.

Excerpt from booklet Your Money, page 7: Other M1 Money
While demand deposits, traveler's checks, and interest-bearing accounts with unlimited checking authority are not legal tender, they are usually acceptable in payment for purchases of goods and services.

73. In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. Durante Bros. & Sons, Inc. v. Flushing Nat 'l Bank. 755 F2d 239, Cert. denied, 473 US 906 (1985).

74. The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the congressional purpose as broadly formulated in the Statute. Sedima, SPRL v. Imrex Co., 473 US 479 (1985).

DEFINITIONS TO KNOW WHEN EXAMINING A BANK CONTRACT

BANK ACCOUNT: A sum of money placed with a bank or banker, on deposit, by a customer, and subject to be drawn out on the latter's check.

BANK: whose business it is to receive money on deposit, cash checks or drafts, discount commercial paper, make loans and issue promissory notes payable to bearer, known as bank notes.
BANK CREDIT: A credit with a bank by which, on proper credit rating or proper security given to the bank, a person receives liberty to draw to a certain extent agreed upon.
BANK DEPOSIT: Cash, checks or drafts placed with the bank for credit to depositor's account. Placement of money in bank, thereby, creating contract between bank and depositors.
DEMAND DEPOSIT: The right to withdraw deposit at any time.
BANK DEPOSITOR: One who delivers to, or leaves with a bank a sum of money subject to his order.
BANK DRAFT: A check, draft or other form of payment.
BANK OF ISSUE: Bank with the authority to issue notes which are intended to circulate as currency.
LOAN: Delivery by one party to, and receipt by another party, a sum of money upon agreement, express or implied, to repay it with or without interest.

CONSIDERATION: The inducement to a contract. The cause, motive, price or impelling influences, which induces a contracting, party to enter into a contract. The reason, or material cause of a contract.
CHECK: A draft drawn upon a bank and payable on demand, signed by the maker or drawer, containing an unconditional promise to pay a certain sum in money to the order of the payee. The Federal Reserve Board defines a check as, *"...a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of, a certain sum of money to a certain person therein named, or to him or his order, or to bearer and payable instantly on demand of."*

JUDGE MARTIN MAHONEY DECISION AS FOLLOWS

"For the Justice's fees, the First National Bank deposited @ the Clerk of the District Court the two Federal Reserve Bank Notes. The Clerk tendered the Notes to me (the Judge). As Judge my sworn duty compelled me to refuse the tender. This is contrary to the Constitution of the United States. The States have no power to make bank notes a legal tender. Only gold and silver coin is a lawful tender." (See American Jurist on Money 36 sec.13.)

"Bank Notes are a good tender as money unless specifically objected to. Their consent and usage is based upon the convertibility of such notes to coin at the pleasure of the holder upon presentation to the bank for redemption. When the inability of a bank to redeem its notes is openly avowed they instantly lose their character as money and their circulation as currency ceases." (See American Jurist 36-section 9). "There is no lawful consideration for these Federal Reserve Bank Notes to circulate as money. The banks actually obtained these notes for cost of printing - A lawful consideration must exist for a Note. As a matter of fact, the "Notes" are not Notes at all, as they contain no promise to pay." (See 17 American Jurist section 85, 215) "The activity of the Federal Reserve Banks of Minnesota, San Francisco and the First National Bank of Montgomery is contrary to public policy and contrary to the Constitution of the United States, and constitutes an unlawful creation of money, credit and the obtaining of money and credit for no valuable consideration.

Activity of said banks in creating money and credit is not warranted by the Constitution of the United States." "The Federal Reserve Banks and National Banks exercise an exclusive monopoly and privilege of creating credit and issuing Notes at the expense of the public which does not receive a fair equivalent. This scheme is obliquely designed for the benefit of an idle monopoly to rob, blackmail, and oppress the producers of wealth. "The Federal Reserve Act and the National Bank Act are, in their operation and effect, contrary to the whole letter and spirit of the Constitution of the United States, for they confer an unlawful and unnecessary power on private parties; they hold all of our fellow citizens in dependence; they are subversive to the rights and liberation of the people." "These Acts have defiled the lawfully constituted Government of the United States. The Federal Reserve Act and the National Banking Act are not necessary and proper for carrying into execution the legislative powers granted to Congress or any other powers vested in the Government of the United States, but on the contrary, are subversive to the rights of the People in their rights to life, liberty, and property." (See Section 462 of Title 31 U. S. Code).

"The meaning of the Constitutional provision, 'NO STATE SHALL make anything but Gold and Silver Coin a legal tender ' payment of debts' is direct, clear, unambiguous and without any qualification. This Court is without authority to interpolate any exception. My duty is simply to execute it, as and to pronounce the legal result. From an examination of the case of Edwards v. Kearsey, Federal Reserve Bank Notes (fiat money) which are attempted to be made a legal tender, are exactly what the authors of the Constitution of the United States intend to prohibit. No State can make these Notes a legal tender. Congress is incompetent to authorize a State to make the Notes a legal tender. For the effect of binding Constitution provisions see Cooke v. Iverson. This fraudulent Federal Reserve System and National Banking System has impaired the obligation of Contract promoted disrespect for the Constitution and Law and has shaken society to its foundation." (See 96 U.S. Code 595 and 108 M 388 and 63 M 147)

"Title 31, U.S. Code, Section 432, is in direct conflict with the Constitution insofar, at least, that it attempts to make Federal Reserve Bank Notes a legal tender. The Constitution is the Supreme Law of the Land. Section 462 of Title 31 is not a law, which is made in pursuance of the Constitution. It is unconstitutional and void, and I so hold. Therefore, the two Federal Reserve Bank Notes are Null and Void for any lawful purpose in so far as this case is concerned and are not a valid deposit of $2.00 with the Clerk of the District Court for the purpose of effecting an Appeal from this Court to the District Court." "However, of these Federal Reserve Bank Notes, previously discussed, and that is that the Notes are invalid, because of a theory that they are based upon a valid, adequate or lawful consideration. At the hearing scheduled for January 22, 1969, at 7:00 P.M., Mr. Morgan appeared at the trial; he appeared as a witness to be candid, open, direct, experienced and truthful. He testified to years of experience with the Bank of America in Los Angeles, the Marquette National Bank of Minnesota and the First National Bank of Minnesota. He seemed to be familiar with the operation of the Federal Reserve System. He freely admitted that his Bank created all of the money and credit upon its books with which it acquired the Note and Mortgage of May 8, 1964. The credit first came into existence when the Bank created it upon its books. Further, he freely admitted that no United States Law gave the Bank the authority to do this. This was obviously no lawful consideration for the Note.

The Bank parted with absolutely nothing except a little ink. In this case, the evidence was on January 22, 1969 that the Federal Reserve Bank obtained the Notes for this seems to be conferred by Title 12 USC Section 420. The cost is about 9/10th of a cent per Note regardless of the amount of the Note. The Federal Reserve Banks create all of the money and credit upon their books by bookkeeping entries by which they acquire United States Securities. The collateral required to obtain the Note is, by section 412 USC, Title 12, a deposit of a like amount of bonds. Bonds which the Banks acquire by creating money and credit by bookkeeping entry."

"No rights can be acquired by fraud. The Federal Reserve Bank Notes are acquired through the use of unconstitutional statutes and fraud." "The Common Law requires a lawful consideration for any contract or Note. These Notes are void for failure at a lawful consideration at Common Law, entirely apart from any Constitutional consideration. Upon this ground, the Notes are ineffectual for any purpose. This seems to be the principal objection to paper fiat money and the cause of its depreciation and failure down through the ages. If allowed to continue, Federal Reserve Bank Notes will meet the same fate. From the evidence introduced on January 22, 1969, this Court finds that as of March 18, 1969, all Gold and Silver backing is removed from Federal Reserve Bank Notes." "The law leaves wrongdoers where it finds them. (See I Mer. Jur 2nd on Actions Section 550)."Slavery and all its incidents, including Peonage, thralldom, and debt created by fraud is universally prohibited in the United States. This case represents but another refined form of Slavery by the Bankers. Their position is not supported by the Constitution of the United States. The People have spoken their will in terms, which cannot be misunderstood. It is indispensable to the preservation of the Union and independence and liberties of the people that this Court, adhere only to the mandate of the Constitution and administer it as it is written. I, therefore, hold these Notes in question void and not effectual for any purpose." (4) January 30, 1969

Judge Martin V. Mahoney
Justice of the Peace Credit River Township

CREDIT LOANS AND VOID CONTRACTS PERFECT OBLIGATION AS TO A HUMAN BEING AS TO A BANK

Furthermore, this Memorandum of law is offered in order to advance understanding of the complex legal issues, present and embodied in the Common Law, with authorities, law and cases in support of, which will constitute the following facts:

Privately owned banks are making loans of "credit" with the intended purpose of circulating "credit" as "money". Other financial institutions and individuals may "launder" bank credit that they receive directly or indirectly from privately owned banks. This collective activity is unconstitutional, unlawful, in violation of Common Law, U.S. Code and the principles of equity. Such activity and underlying contracts have long been held void, by State Courts, Federal Courts and the U.S. Supreme Court. This Memorandum will demonstrate through authorities and established common law, that credit "money creation" by privately owned bank corporations is not really "money creation" at all. It is the trade specialty and artful illusion of law merchants, which use old-time trade secrets of the Goldsmiths, to entrap the borrower and unjustly enrich the lender through usury and other unlawful techniques. Issues based on law and the principles of equity, which are within the jurisdiction of this Court, will be addressed.

THE GOLDSMITHS

In his book, *Money and Banking* (8th Edition, 1984), Professor David R. Kamerschen writes on pages 56 -63: "The first bankers in the modern sense were the goldsmiths, who frequently accepted bullion and coins for storage ... One result was that the goldsmiths temporarily could lend part of the gold left with them . . . These loans of their customers' gold were soon replaced by a revolutionary technique. When people brought in gold, the goldsmiths gave them notes promising to pay that amount of gold on demand. The notes, first made payable to the order of the individual, were later changed to bearer obligations. In the previous form, a note payable to the order of Jebidiah Johnson would be paid to no one else unless Johnson had first endorsed the note ... But notes were soon being used in an unforeseen way. The note holders found that, when they wanted to buy something, they could use the note itself in payment more conveniently and let the other person go after the gold, which the person rarely did . . .The specie, then tended to remain in the goldsmiths' vaults. . . . The goldsmiths began to realize that they might profit handsomely by issuing somewhat more notes than the amount of specie they held. . . These additional notes would cost the goldsmiths nothing except the negligible cost of printing them, yet the notes provided the goldsmiths with funds to lend at interest . . . .And they were to find that the profitability of their lending operations would exceed the profit from their original trade. The goldsmiths became bankers as their interest in manufacture of gold items to sell was replaced by their concern with credit policies and lending activities . . .

They discovered early that, although an unlimited note issue would be unwise, they could issue notes up to several times the amount of specie they held. The key to the whole operation lay in the public's willingness to leave gold and silver in the bank's vaults and use the bank's notes. This discovery is the basis of modern banking: On page 74, Professor Kamerschen further explains the evolution of the credit system: "Later the goldsmiths learned a more efficient way to put their

credit money into circulation. They lent by issuing additional notes, rather than by paying out in gold. In exchange for the interest-bearing note received from their customer (in effect, the loan contract), they gave their own non-interest bearing note. Each was actually borrowing from the other ... The advantage of the later procedure of lending notes rather than gold was that . . . more notes could be issued if the gold remained in the vaults ... Thus, through the principle of bank note issuance, *banks learned to create money in the form of their own liability*." [Emphasis Added]

MODERN MONEY MECHANICS

Another publication which explains modern banking as learned from the Goldsmiths is *Modern Money Mechanics* (5th edition 1992), published by the Federal Reserve Bank of Chicago which states beginning on page 3: "It started with the goldsmiths ..." At one time, bankers were merely middlemen. They made a profit by accepting gold and coins brought to them for safekeeping and lending the gold and coins to borrowers. But the goldsmiths soon found that the receipts they issued to depositors were being used as a means of payment. 'Then, bankers discovered that they could make loans merely by giving borrowers their promises to pay, or bank notes... In this way, banks began to create money ... Demand deposits are the modern counterpart of bank notes . . . It was a small step from printing notes to making book entries to the credit of borrowers which the borrowers, in turn, could 'spend' by writing checks, thereby printing *their own* money." [Emphasis added]

Walker F Todd Affidavit, 20 years as attorney and legal officer of Federal Reserve Bank

of New York and Cleveland supported the facts contained in Modern Money Mechanics.

HOW BANKS CREATE MONEY

In the modern sense, banks create money by creating "demand deposits." Demand deposits are merely "book entries" that reflect how much lawful money the bank owes its customers. Thus, all deposits are called demand deposits and are the bank's liabilities. The bank's assets are the vault cash plus all the "IOUs" or promissory notes that the borrower signs when they borrow either money or credit. When a bank lends its cash (legal money), it loans its assets, but when a bank lends its "credit" it lends its liabilities. The lending of credit is, therefore, the exact opposite of the lending of cash (legal money).

At this point, we need to define the meaning of certain words like "lawful money", "legal tender", "other money" and "dollars". The terms "Money" and "Tender" had their origins in Article 1, Sec. 8 and Article 1, Sec. 10 of the *Constitution of the United States*. 12 U.S.C. §152 refers to "gold and silver coin as lawful money of the United States" and was unconstitutionally repealed in 1994 in-that Congress **can not delegate** any portion of their constitutional responsibility without Amendment. The term "legal tender" was originally cited in 31 U.S.C.A. §392 and is now re-codified in 31 U.S.C.A. §5103 which states: "United States coins and currency . . . are legal tender for all debts, public charges, taxes, and dues." The common denominator in both "lawful money" and "legal tender money" is that the United States Government issues both.

With Bankers, however, we find that there are two forms of money - one is government- issued, and privately owned banks such as WASHINGTON MUTUAL, and JP MORGAN CHASE, issue the other. As we have already discussed government issued forms of money, we must now scrutinize privately issued forms of money.

All privately issued forms of money today are based upon the liabilities of the issuer. There are three common terms used to describe this privately created money. They are "credit", "demand deposits" and "checkbook money". In the Sixth edition of Blacks Law Dictionary, p.367 under the term "Credit" the term "Bank credit" is described as: "Money bank owes or will lend a individual or person". It is clear from this definition that "Bank credit" which is the "money bank owes" is the bank's liability. The term "checkbook money" is described in the book *"I Bet You Thought"*, published by the privately owned Federal Reserve Bank of New York, as follows: "Commercial banks create checkbook money whenever they grant a loan, simply by adding deposit dollars to accounts on their books to exchange for the borrowers IOU . . . ." The word "deposit" and "demand deposit" both mean the same thing in bank terminology and refer to the bank's liabilities.

For example, the Chicago Federal Reserves publication, *"Modern Money Mechanics"* states: "Deposits are merely book entries ... Banks can build up deposits by increasing loans ... Demand deposits are the modern counterpart of bank notes. It was a small step from printing notes to making book entries to the credit of borrowers which the borrowers, in turn, could 'spend' by writing checks. Thus, it is demonstrated in "Modern Money Mechanics" how, under the practice of fractional reserve banking, a deposit of $5,000 in cash could result in a loan of credit/checkbook money/demand deposits of. $100,000 if reserve ratios set by the Federal Reserve are 5% (instead of 10%).

In a practical application, here is how it works. If a bank has ten people who each deposit $5,000 (totaling $50,000) in cash (legal money) and the bank's reserve ratio is 5%, then the bank will lend twenty times this amount, or $1,000,000 in "credit" money. What the bank has actually done, however, is to write a check or loan its credit with the intended purpose of circulating credit as "money." Banks know that if all the people who receive a check or credit loan come to the bank and demand cash, the bank will have to close its doors because it doesn't have the cash to back up its check or loan. The bank's check or loan will, however, pass as money as long as people have confidence in the illusion and don't demand cash. Panics are created when people line up at the bank and demand cash (legal money), causing banks to fold as history records in several time periods, the most recent in this country was the panic of 1933.

DIFFERENT KINDS OF DOLLARS

The dollar once represented something intrinsically valuable made from gold or silver. For example, in 1792, Congress defined the silver dollar as a silver coin containing 371.25 grains of pure silver. The legal dollar is now known as "United States coins and currency." However, the Banker's dollar has become a unit of measure of a different kind of money. Therefore, with Bankers there is a "dollar" of coins and a dollar of cash (legal money), a "dollar" of debt, a "dollar" of credit, a "dollar" of checkbook money or a "dollar" of checks. When one refers to a dollar spent or a dollar loaned, he should now indicate what kind of "dollar" he is talking about, since Bankers have created so many different kinds.

A dollar of bank "credit money" is the exact opposite of a dollar of "legal money". The former is a liability while the latter is an asset. Thus, it can be seen from the earlier statement quoted from *I Bet You Thought*, that money can be privately issued as: "Money doesn't have to ... be issued by a government or be in any special form." It should be carefully noted that banks that issue and lend privately created money demand to be paid with government issued money. However, payment in like kind under natural equity would seem to indicate that a debt created by a loan of privately created money can be paid with other privately created money, without regard for "any special form" as there are no statutory laws to dictate how either private citizens or banks may create money.

BY WHAT AUTHORITY?

By what authority do state and national banks, as privately owned corporations, create money by lending their credit --or more simply put - by writing and passing "bad" checks and "credit" loans as "money"? Nowhere can a law be found that gives banks the authority to create money by lending their liabilities.

Therefore, the next question is, if banks are creating money by passing bad checks and lending their credit, where is their authority to do so? From their literature, banks claim these techniques were learned from the trade secrets of the Goldsmiths. It is evident, however, that money creation by private banks is not the result of powers conferred upon them by government, but rather the artful use of long held "trade secrets." Thus, unlawful money creation is not being done by banks as corporations, but unlawfully by bankers.

Article I, Section 10, para. 1 of the *Constitution of the United States of America* specifically states that no state shall "... coin money, emit bills of credit, make any thing but gold and silver coin a Tender in Payment of Debts, pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligations of Contracts . . "[Emphasis added]

The states, which grant the Charters of state banks also, prohibit the emitting of Bills of credit by not granting such authority in bank charters. It is obvious that "We the people" never delegated to Congress, state government, or agencies of the state, the power to create and issue money in the form of checks, credit, or other "bills of credit." The Federal Government today does not authorize banks to emit, write, create, issue and pass checks and credit as money. But banks do, and get away with it! Banks call their privately created money nice sounding names, like "credit", "demand deposits", or "checkbook money". However, the true nature of "credit money" and "checks" does not change regardless of the poetic terminology used to describe them. Such money in common use by privately owned banks is illegal under Art. 1, Sec.10, para. 1 of the Constitution of the United States of America, as well as unlawful under the laws of the United States and of this State.

VOID "ULTRA VIRES" CONTRACTS

The courts have long held that when a corporation executes a contract beyond the scope of its charter or granted corporate powers, the contract is void or "ultra vires".

In *Central Transp. Co. v. Pullman* 139 U.S. 60, 11 S. Ct. 478, 35 L. Ed. 55, the court said: "A

contract *ultra vires* being unlawful and void, not because it is in itself immoral, but because the corporation, by the law of its creation, is incapable of making it, the courts, while refusing to maintain any action upon the unlawful contract, have always striven to do justice between the parties, so far as could be done consistently with adherence to law, by permitting property or money, parted with on the faith of the unlawful contract, to be recovered back, or compensation to be made for it. In such case, however, the action is not maintained upon the unlawful contract, nor according to its terms; but on an implied contract of the defendant to return, or, failing to do that, to make compensation for, property or money which it has no right to retain. To maintain such an action is not to affirm, but to disaffirm, the unlawful contract."

"When a contract is once declared ultra vires, the fact that it is executed · does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." *F& PR v. Richmond*, 133 SE 898; 151 Va 195.

"A national bank ... cannot lend its credit to another by becoming surety, indorser, or guarantor for him, such an act ; is ultra vires . . ." *Merchants' Bank v. Baird* 160 F 642.

THE QUESTION OF LAWFUL CONSIDERATION

The issue of whether the lender who writes and passes a "bad" check or makes a "credit" loan has a claim for relief against the borrower is easy to answer, providing the lender can prove that he gave a lawful consideration, based upon lawful acts. But did the lender give a lawful consideration? **To give a lawful consideration, the lender must prove that he gave the borrower lawful money such as coins or currency. Failing that, he can have no claim for relief in a court at law against the borrower as the lender's actions were ultra vires or void from the beginning of the transaction.**

It can be argued that "bad" checks or "credit" loans that pass as money are valuable; but so are counterfeit coins and currency that pass as money. It seems unconscionable that a bank would ask homeowners to put up a homestead as collateral for a "credit loan" that the bank created out of thin air. Would this court of law or equity allow a counterfeiter to foreclose against a person's home because the borrower was late in payments on an unlawful loan of counterfeit money? Were the court to do so, it would be contrary to all principles of law.

The question of valuable consideration in the case at bar, does not depend on any value imparted by the lender, but the false confidence instilled in the "bad" check or "credit" loan by the lender. In a court at law or equity, the lender has no claim for relief. The argument that because the borrower received property for the lender's "bad" check or "credit" loan gives the lender a claim for relief is not valid, unless the lender can prove that he gave lawful value. The seller in some cases who may be holding the "bad" check or "Credit" loan has a claim for relief against the lender or the borrower or both, but the lender has no such claim.

BORROWER RELIEF

Since we have established that the lender of unlawful or counterfeit money has no claim for relief under a void contract, the last question should be, does the borrower have a claim for relief against the lender? First, if it is established that the borrower has made no payments to the lender, then the borrower has no claim for relief 'against the lender for money damages. But the borrower has a claim for relief to void the debt he owes the lender for notes or obligations unlawfully created by an ultra vires contract for lending "credit" money.

The borrower, the Courts have long held, has a claim for relief against the lender to have the note, security agreement, or mortgage note the borrower signed declared null and void.

The borrower may also have claims for relief for breach of contract by the lender for not lending "lawful money" and for "usury" for charging an interest rate several times greater than the amount agreed to in the contract for any lawful money actually risked by the lender. For example, if on a $100,000 loan it can be established that the lender actually risked only $5,000 (5% Federal Reserve ratio) with a contract interest rate of 10%, the lender has then loaned $95,000 of "credit" and $5,000 of "lawful money". However, while charging 10% interest ($10,000) on the entire $100,000. The true interest rate on the $5,000 of "lawful money" actually risked by the lender is 200% which **violates Usury laws of this state.**

If no "lawful money" was loaned, then the interest rate is an infinite percentage. Such techniques the bankers say were learned from the trade secrets of the Goldsmiths. The Courts have repeatedly ruled that such contracts with borrowers are wholly void from the beginning of the transaction, because banks are not granted powers to enter into such contracts by either state or national charters.

ADDITIONAL BORROWER RELIEF

In Federal District Court the borrower may have additional claims for relief under "Civil RICO" Federal Racketeering laws (18 U.S.C. § 1964). The lender may have established a "pattern of racketeering activity" by using the U.S. Mail more than twice to collect an unlawful debt and the lender may be in violation of 18 U.S.C. §1341, 1343, 1961 and 1962.

The borrower has other claims for relief if he can prove there was or is a conspiracy to deprive him of property without due process of law under. (42 U.S.C. §1983 (Constitutional Injury), 1985 (Conspiracy) and 1986 ("Knowledge" and "Neglect to Prevent" a U.S. Constitutional Wrong), Under 18 U.S.C.A.§ 241 (Conspiracy) violators, "shall be fined not more than $10,000 or imprisoned not more than ten (10) years or both."

In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate". The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. Durante Bros. & Sons, Inc. v. Flushing Nat 'l Bank. 755 F2d 239, Cert. denied, 473 US 906 (1985).

The Supreme Court found that the Plaintiff in a civil RICO action, need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the congressional purpose as broadly formulated in the Statute. Sedima, SPRL v. Imrex Co., 473 US 479 (1985).

Aside from any legal obligation, there exists a societal and moral obligation enure to both the Plaintiff and the Defendant in that if you were to defuse a Bomb, and you completed the task 99% correct, you are still dead. Grantor believes that his position on the law is sound, but fears grievous repercussions throughout the financial community if he should prevail. The credit for money scheme is endemic throughout our society and could have devastating effects on the national economy.

Grantor believes that another approach may be explored as follows:

PERFECT OBLIGATION AS TO A HUMAN BEING

That which is borrowed is wealth. Labor created that wealth, so it is money notwithstanding its form. Consideration is promised in advance by the Promissor of the Note, in the nature of principal and interest payments for the consideration provided by the lender, which is his personal wealth created by his labor.

A Mortgage Note or Promissory Note secures the position of the lender and if there is default on the promise to pay then the borrower has agreed to accept the strict foreclosure remedy provided by state statutes.

Then the borrower obligated themselves to pay back the principal and pay for the use of it, in the form of interest for the years over which the principal is to be paid back. **When payments stop there is a prima facie injury to the lender**. When payments stop the lender has strict foreclosure procedure in state court to remedy the pay back of the balance of the principal.

Judgment to foreclose on the property is granted upon the mere proof that payments have ceased as promised. The property is sold to cover the unpaid balance; deficiency judgment may be needed. All is right with the world. Here the lender would be prejudiced if complete and swift remedy were not available. Absent such remedy the government would be party to placing the lender into a condition of involuntary servitude to the borrower.

PERFECT OBLIGATION AS TO A BANK

In years past banks and savings and loans institutions enjoyed the remedy outlined above. The reason was they were lending out money belonging to their depositors and there was prima facie injury to the depositors upon the mere proof that payments had ceased.
Thereby the bank as well as the government would be party to creating a condition of involuntary servitude upon the depositors if strict foreclosure remedy were not available. Today depositors are not in jeopardy of being injured when a person borrows money from a bank. The bank does not lend their money, only their credit in the amount of the loan (paper accounting). Hence no prima facie injury exists to either the depositors or the bank upon the mere proof that payments cease. Injury is based upon the payments made as to the credit line.

PERFECT OR IMPERFECT OBLIGATION

A perfect obligation is one recognized and sanctioned by positive law; one of which the fulfillment can be enforced by the aid of the law. But if the duty created by the obligation operates only on the moral sense, without being enforced by any positive law, it is called an "imperfect obligation," and creates no right of action, nor has it any legal operation. The duty of exercising gratitude, charity, and the other merely moral duties are examples of this kind of obligation. Edwards v. Keaney, 96 U.S. 595, 600, 24 L.Ed. 793.

Government approved the Federal Reserve Bank, Inc., as the Central Banking system for the United States, and it's policy is reviewed by Congress albeit, in a haphazard manner. The Federal Reserve authorizes its "private money" "Federal Reserve Bank Notes" to be used by lending

institutions such as member banks, to operate upon a system of fractionalizing. The nature of which is that they do not lend either their money or the money of the depositors, the money is created out of thin air, by the mere stroke of a pen. When there is no consideration in jeopardy of being returned, then the obligation is to make the bank injury proof, to the extent of the obligation, which would be to make them whole.

The only legal obligation is based upon the moral issue, which under the law is an Imperfect Obligation, to return to them their property, which isn't wealth, but credit. A Promissory Note is signed under "economic compulsion" when, the "loan" will not be consummated unless and until the borrower signs it. Thus, performing the act of signing a Promissory Note cannot be considered voluntary.

The discharging of the credit is based upon social, economic, and moral standards to make the bank whole, if injury is claimed, in any court action where default on the Promissory Note is on record and where the bank fails to verify an injury, the bank cannot enforce a promise to pay consideration where they provided no consideration. For the bank to be able to force upon the defendant an amount over and above the credit, is to force upon the defendants a debt that goes to the control of their labor against their will. This condition would be Peonage, which has been abolished in this country.
(42 U.S.C. § 1994, and 18 U.S.C. §1581.)

The question then arises as to when is the obligation discharged, to put the bank in a position, where there is no record of injury to it?

THE CASE IS CLEAR

Conspiracy against rights: If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured - They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 241]

Deprivation of rights under color of law: Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon,

explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 242]

Property rights of citizens: All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property. [42 USC 1982]

Civil action for deprivation of rights: Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia. [42 USC 1983]

Conspiracy to interfere with civil rights: Depriving persons of rights or privileges: If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; or if two or more persons conspire to prevent by force, intimidation, or threat, any citizen who is lawfully entitled to vote, from giving his support or advocacy in a legal manner, toward or in favor of the election of any lawfully qualified person as an elector for President or Vice President, or as a Member of Congress of the United States; or to injure any citizen in person or property on account of such support or advocacy; in any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators. [42 USC 1985(3)]

Action for neglect to prevent: Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this title, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses so to do, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; and any number of persons guilty of such wrongful neglect or refusal may be joined as

defendants in the action; and if the death of any party be caused by any such wrongful act and neglect, the legal representatives of the deceased shall have such action therefore, and may recover not exceeding $5,000 damages therein, for the benefit of the widow of the deceased, if there be one, and if there be no widow, then for the benefit of the next of kin of the deceased. But no action under the provisions of this section shall be sustained which is not commenced within one year after the cause of action has accrued. [42 USC 1986]

COURT: The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]

COURT: An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers, established and maintained for the purpose of hearing and determining issues of law and fact regarding legal rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers in the course of law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's Law Dictionary, 4th Edition, page 425]

COURT OF RECORD: To be a court of record a court must have four characteristics, and may have a fifth. They are:

a. A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

b. Proceeding according to the course of common law [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

c. Its acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

d. Has power to fine or imprison for contempt. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.] [Black's Law Dictionary, 4th Ed., 425, 426]

e. Generally possesses a seal. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.] [Black's Law Dictionary, 4th Ed., 425, 426]

48 stat. 7 , Title IV, Section 401.

Agent of Treasurer or Comptroller of the Currency

"When required to do so by the Secretary of the Treasury, **each Federal reserve agent shall act as agent of the Treasurer of the United States or of the Comptroller of the Currency, or both,** for the performance of any of the functions which the Treasurer or the Comptroller may be called upon to perform in carrying out the provisions of this paragraph."

SEC. 403. Section 13 of the Federal Reserve Act, as amended, is amended by adding at the end thereof the following new paragraph

"Subject to such limitations, restrictions and regulations as the Federal Reserve Board may prescribe, **any Federal reserve bank may make advances to any individual, partnership or corporation on the promissory notes of such individual,** partnership or corporation **secured by direct obligations of the United States**. Such advances shall be made for periods not exceeding 90 days and shall bear interest at rates fixed from time to time by the Federal reserve bank, subject to the review and determination of the Federal Reserve Board."

48 stat. 162 Chapter 89 SEC. 12B.

" (e) Every bank which is or which becomes a member of the Federal Reserve System on or before July 1, 1934, shall take all steps necessary to enable it to become a class A stockholder of the Corporation on or before July 1, 1934; **and thereafter no State bank or trust company or mutual savings bank shall be admitted to membership in the Federal Reserve System until it becomes a class A stockholder of the Corporation**, **no national bank in the continental United States** shall be granted a certificate by the Comptroller of the Currency **authorizing it to commence the business of banking until it becomes a member of the Federal Reserve System** and a class A stockholder of the Corporation,

([NOTE] SEC. 12B (e) is where EVERY State bank or trust company or mutual savings bank and every national bank (within the "continental United States") became REQUIRED to become admitted to membership of the Federal Reserve System and a class A stockholder of the Corporation, which placed every bank into being regulated by a federal reserve bank.)

12 U.S. Code § 95a - Regulation of transactions in foreign exchange of gold and silver; property transfers; vested interests, enforcement and penalties

(2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this section or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same;

and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this section, or any rule, regulation, instruction, or direction issued hereunder.

USC 83 (a) "General prohibition. No national bank shall make any loan or discount on the security of the shares of its own capital stock." [the National Banking Act of 1864 Sections 27, 28 & 53 states banks can't loan their own, or their depositor's money. Or own property.

Established in 1933 under HJR 192 and exercised by actors, agents, and fiduciaries of every commercial transaction by commercial banking institutions since that date with the "Abrogation of the Gold Clause".
**Damages equal to double the amount of the Negotiable Debt Instrument (under civil action) or triple the amount of the Negotiable Debt Instrument (under Admiralty Jurisdiction).

In 1938-39 Public Law was officially replaced with Public Policy, the bankruptcy of the United States was codified and the Secretary of the Treasury guaranteed all of the people's debts. Misprision of Felony, 18 U.S.C. 4 states:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined not more than $500 or imprisoned not more than three years, or both.

18 U.S.C. 1001 states:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statement or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

18 U.S.C. 1002 states:

Whoever, knowingly and with intent to defraud the United States, or any agency thereof, possesses any false, altered, forged, or counterfeited writing or document for the purpose of enabling another to obtain from the United States, or from any agency, officer or agent thereof, any sum of money, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

18 U.S.C. 1017 states:

Whoever fraudulently or wrongfully affixes or impresses the seal of any department or agency of the United States, to or upon any certificate, instrument, commission, document, or paper or with knowledge of its fraudulent character, with wrongful or fraudulent intent, uses, buys, procures, sells, or transfers to another any such certificate, instrument, commission,

document, or paper, to which or upon which said seal has been so fraudulently affixed or impressed, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

18 U.S.C. 1018 states:

Whoever, being a public officer or other person authorized by any law of the United States to make or give a certificate or other writing, knowingly makes and delivers as true such a certificate or writing, containing any statement which he knows to be false, in a case where the punishment thereof is not elsewhere expressly provided by law, shall be fined not more than $500 or imprisoned not more than one year, or both.

We pray that this court takes judicial notice of the laws, codes, regulations, case laws above, and take into consideration all of the documentation contained herein it is abundantly clear that no foreclosure action is warranted, justified or lawful. There is no injury to the purported lender. A court of record should decide what actions should and must be taken as a result of the unlawful actions of the Plaintiff.

UCC 1-308 (OLD 1-207)

Arnold Jr. & Dazarhea Parson In Propria Persona Sui Juris

Case Numbers: 2013-LP-33-043 & 2013-CP-33-306

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Arnold Parson Jr /Dazarhea Parson
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

July 24, 2013

To Whom It May Concern,

We Arnold Jr and Dazarhea Parson living, breathing flesh and blood natural man and woman will be coming before you in propria persona suri juris as of special appearance to resolve the matter between parties. Reserving all rights under UCC 1-308 (old 1-207) and in accord with UCC 1-103. We waive all benefits and privileges to any hidden contracts. We certify on our own commercial liability that we have read the above and we have grounds and do know that it is true, correct and complete, and not misleading, the truth the whole truth, and nothing but the truth.

Sincerely,

UCC 1-308 (old 1-207)
Arnold Parson Jr.
Arnold Parson Jr, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

UCC 1-308 (old 1-207)
By: Dazarhea Parson
Dazarhea Parson, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

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Arnold Parson Jr /Dazarhea Parson
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

Affidavit of Obligation
Commercial Lien
(This is a verified plain statements of fact)

Maxims:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.
Truth, as a valid statement of reality, is sovereign in commerce.
An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgment in commerce.
Guaranteed—All men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves – and endow it with credibility by expressing it in their affidavit.

Ignorance of the law might be an excuse, but it is not a valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.

A contract founded on an unlawful consideration, or against good morals, is null.

Whoever pays by mistake what he does not owe, may recover it back; but he who pays, knowing he owes nothing; is presumed to give.

A concealed fault is equal to a deceit.

The origin of a thing ought to be inquired into.

The claimant is always bound to prove: the burden of proof lies on him.

A matter must be expressed to be resolved. Legal: "He who fails to assert his rights, has none."

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses. Hence, governments cannot exercise the power to expunge commercial processes.

The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard – because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, and means no privilege to operate statutes as the corporate vehicle.

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The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not a responsible substitute for a Bond.

Municipal corporations, which include cities, counties, states and national governments, have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).

In commerce, it is a felony for the Officer of a Political/Public Office to not receive and report a Claim to its Bonding Company, and it is a felony for the agent of a Bonding Company to not pay the Claim.

If a Bonding Company does not get a malfeasant public official prosecuted for criminal malpractice within sixty (60) days, then it must pay the full face value of a defaulted Lien process (at 90 days).

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation -- hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.

A foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law.

Governments cannot make unbonded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without suspending commerce by a general declaration of martial law.

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It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of, or without the Court.

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.
Notice to agent is notice to principal; notice to principal is notice to agent.

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PUBLIC HAZARD BONDING OF CORPORATE AGENTS

All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company, and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance.
Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC), and is prim-a-facie evidence and grounds to impose a lien upon the official, personally, to secure their public oath and service of office.

Parties:
Arnold Parson Jr/Lien Claimant
Dazarhea Parson/Lien Claimant
c/o Verifier
7729 Batavia Lane
Charlotte, North Carolina [28213]

David Anderson/Lien Debtor
dba CEO of Anderson Brothers Bank
102 North Main Street
Mullins, South Carolina [29574]
(843-464-2860)

Ron Elliott/Lien Debtor
dba Chief Loan Officer for Anderson Brothers Bank
102 North Main Street
Mullins, South Carolina [29574]
(843-464-2860)

Suzanne Taylor Graham Griggs/Lien Debtor
dba Attorney for Anderson Brothers Bank
1230 Main Street Suite [29201]
P.O. Drawer 2426
Columbia, South Carolina [29202]
(803-540-2114)

Others Parties/Lien Debtors
John Does 1-10

The undersigned Affiant(s), Arnold Parson Jr/ Dazarhea Parson, hereinafter "Affiant(s)", does solemnly swear, declare and state as follows:

1. Affiant(s) is competent to state the matters set forth herein.
2. Affiant(s) has knowledge of the facts stated herein.
3. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant(s) will testify to their veracity.

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Allegations:
Allegations arise from the conduct of Lien Debtors in regards to their dishonor.

1. There is no evidence that A Nature of Discovery and Full Disclosure was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists.

2. There is no evidence that an affidavit was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists.

3. There is no evidence that Lien Claimants has not submitted all information and tender required for settlement of debt with Anderson Brothers Bank on April 3, 2012 and Affiant(s) believes that no such evidence exists.

4. There is no evidence that the Lien Claimant has violated, delayed or impeded the administration of Public laws and Affiant(s) believes that no such evidence exists.

5. There is no evidence that the affidavit in the Contract sent February 21, 2013 has been rebutted and Affiant(s) believes that no such evidence exists.

6. There is no evidence that the Lien Debtor has not received a Notice of Fault in Dishonor and Opportunity to Cure on June 10, 2013 and Affiant(s) believes that no such evidence exists.

7. There is no evidence that all interrogatories have been answered under oath and Affiant(s) believes that no such evidence exists.

8. There is no evidence that the Lien Debtors have not granted power of attorney to the Affiant(s) to resolve the matter and Affiant(s) believes that no such evidence exists.

9. There is no evidence that the Lien Debtors through there tacit consent has not agreed to the terms and conditions in the contract and Affiant(s) believes that no such evidence exists.

10. There is no evidence that the Lien Claimant has not had interest in the property

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known as certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated January 24, 1999, and recorded on lat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more details metes and bounds description. ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property beginning on May 23, 2008.

Proof of Allegations

1. There is no evidence that A Nature of Discovery and Full Disclosure was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

2. There is no evidence that an affidavit was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

3. There is no evidence that Lien Claimants has not submitted all information and tender required for settlement of debt with Anderson Brothers Bank on April 3, 2012 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

4. There is no evidence that the Lien Claimant has violated, delayed or impeded the administration of Public laws and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

5. There is no evidence that the affidavit in the Contract sent February 21, 2013 has been rebutted and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

6. There is no evidence that the Lien Debtor has not received a Notice of Fault in Dishonor and Opportunity to Cure on June 10, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

7. There is no evidence that all interrogatories have been answered under oath and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

8. There is no evidence that the Lien Debtors have not granted power of attorney to the Affiant(s) to resolve the matter and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.

9. There is no evidence that the Lien Debtors through there tacit consent has not agreed to the terms and conditions in the contract and Affiant(s) believes that no such

A Security (15 USC)
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Not a point of Law

evidence exists. If not rebutted it is affirmed.

10. There is no evidence that the Lien Claimant has not had interest in the property known as certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated January 24, 1999, and recorded on lat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more details metes and bounds description. ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property beginning on May 23, 2008. If not rebutted it is affirmed.

Notice is hereby given that Lien Debtors have ten (10) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above allegations. Failure to rebut, deny, or otherwise prove any allegations will be construed to be failure to rebut, deny, or otherwise prove all allegations.

Ledgering

Per contract, all payments made payable in troy ounce of 99.9% pure silver dollars or equivalent to functional US dollars.
David Anderson/Lien Debtor-$72,000
Ron Elliott/Lien Debtor-$72,000
Suzanne Taylor Graham Griggs-$28,000
Anderson Brothers Bank-$23,969-USD ONLY

Surety

ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, AIRCRAFT, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, ALL PROPERTY REAL AND INTANGIBLE OF ANDERSON BROTHERS BANK OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.

We certify on our own commercial liability that we have read the above and we have grounds and do know that it is true, correct and complete, and not misleading, the truth the whole truth, and nothing but the truth.

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UCC 1-308 (old 1-207)
Arnold Parson Jr.
Arnold Parson Jr, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

UCC 1-308 (old 1-207)
Dazarhea Parson
Dazarhea Parson, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

Notary.

On this date 6-18-2013, a natural man and a natural woman appeared in their true character, who identified themselves as Arnold Parson Jr/ Dazarhea Parson appeared before me Kris F. Nelson, a notary public residing in Marion County, S.C. state and attested to the truth of this affidavit with their oath and autograph.

Kris F. Nelson
Notary Public

MRS. KRIS F. NELSON
SC NOTARY PUBLIC
MCE: 11-25-2018

Commission Expires 11-25-2018

Seal

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CERTIFICATE OF NON-RESPONSE

STATE OF SOUTH CAROLINA)
) ss
COUNTY OF MARION)

PRESENTMENT Be it known, that this certificate of non-response

of Dazarhea Parson/ Arnold Parson Jr (Claimant) In care of P o box 776 Mullins, South Carolina [29574] (Address)

did duly present on June 24, 2013 the attached Affidavit of Obligation dated June 18, 2013

to Suzanne Grigg dba Attorney for Anderson Brothers Bank

c/o Nexsen Pruet,LLC

1230 Main Street, Suite 700 (29201) Post Office Drawer 2426

Columbia, South Carolina [29202]
Respondent(s)

signed by Dazarhea Parson/Arnold Parson Jr requesting Response to Affidavit of Obligation, the time limit having elapsed for a timely response thereto.

DEFAULT Whereupon, the Secured Party(s) signing below, for the reason dishonor by non-response, does publicly and solemnly certify the dishonor as against all parties it may concern by reason of non-response thereof and stipulations therein.

TESTIMONY In testimony of the above, I have signed my name and attached my official seal

UCC 1-308(old 1-207)
By: Arnold Parson Jr.
Secured Party in propria persona

UCC 1-308(Old 1-207)
By: Dazarhea Parson
Secured Party in propria persona

Date July 9, 2013

Arnold Parson Jr/ Dazarhea Parson
c/o P O Box 776
Mullins, South Carolina [29574]

A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law

NON-NEGOTIABLE NON-TRANSFERABLE

NOTICE OF FAULT IN DISHONOR and OPPORTUNITY TO CURE

FROM:
Arnold Parson Jr/ Dazarhea Parson
c/o Demetrius Parson
7729 Batavia Lane
Charlotte, North Carolina [28213]
hereinafter referred to as "**Account Holder**"

TO:

Suzanne Grigg Attorney for Anderson Brothers Bank
c/o Nexsen Pruet, LLC
Columbia, South Carolina [29202]
hereinafter referred to as "**Attorney**"

DATE:: June 18, 2013

VIA: Certified Mail # 7011 0470 0001 6472 0622

RE: Opportunity to Cure the Fault of Non-Response to Affidavit of Obligation

This is a **Notice of Fault and Opportunity to Cure** upon the presentments enclosed within The Affidavit of Obligation, received by the Attorney for Anderson Brothers Bank on June 24, 2013 and as evidenced by **Certified Mailing # 7011 0470 0001 6472 0622.**

By the Allegations contained in that document, since the Account Holder disputed the Account, the Attorney was under obligation to timely and in good faith provide an affidavit rebutting the Affidavit of Obligation pursuant to UCC and FDCPA.

The Attorney's failure to respond to the Affidavit of Obligation places Anderson Brothers Bank at fault. This is the Account Holder's good faith offer to extend the time by an additional **three(3) days** from date of delivery to give the Attorney/ Anderson Brothers Bank an opportunity to cure the fault, to make the required presentment.

Should the Attorney/ Anderson Brothers Bank fail, refuse or neglect to respond to this Notice of Fault and Opportunity to Cure, the Account Holder will enter a Default Judgement, as second witness, upon the Attorney/ Anderson Brothers Bank.

Of this presentment the Attorney/ Anderson Brothers Bank should take due Notice and heed, and govern oneself accordingly.

Fault: *"American Law - Negligence; an error or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude; any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course, or act; bad faith or mismanagement; neglect of duty."* Black's Law Dictionary, 4th Edition, page 738.

Default: *"By its derivation, a failure.. An omission of that which ought to be done... Specifically, the omission or failure to perform a legal duty... The term also embraces the idea of dishonesty and of wrongful act."* Ibidem, page 505.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
Applicable to all successors and assigns
Silence is Acquiescence

Sincerely and with all rights reserved,
UCC 1-308 (old 1-207)

By: Arnold Parson Jr.
Arnold Parson Jr Secured Party

UCC 1-308 old (1-207)
By: Dazarhea Parson
Dazarhea Parson Secured Party

A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law

CERTIFICATE OF NON-RESPONSE/NON-PERFORMANCE

STATE OF NORTH CAROLINA)
) ss
COUNTY OF MECKLENBURG)

PRESENTMENT Be it known, that, the person signing below, a duly Witness, at the request

of Arnold Parson (Claimant) In care of Nation "North Carolina" General- Post Office Six-Seven-Zero-Zero Charlotte Near [28213-99998] (Address);

did duly present on July 15, 2013 the attached NOTICE OF FAULT; AFFIDAVIT OF OBLIGATION dated June 18, 2013

to Suzanne Grigg d/b/a ATTORNEY FOR ANDERSON BROTHERS BANK, C/O NEXSEN PRUET LLC 1230 MAIN STREET, COLUMBIA, SOUTH CAROLINA [29201] (Respondent(s))

signed by Arnold Parson requesting Curing fault by stipulated performance agreement

the time limit having elapsed for a timely response and/or performance thereto.

DEFAULT Whereupon, the Witness signing below, for the reason **dishonor by non-response/non-performance**, does publicly and solemnly certify the dishonor as against all parties it may concern by reason of non-response/non-performance thereof and **stipulations therein**.

NOTICE The undersigned Witness, certifies that on JULY 11, 2013 Notice(s) of Fault were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

NAME	ADDRESS
Suzanne Grigg	c/o NEXSEN PRUET LLC 1230 MAIN STREET, COLUMBIA, SOUTH CAROLINA [29201]

TESTIMONY In testimony of the above, I have signed my name and attached my official seal

By: Arnold Parson

State of North Carolina)
) ss:
County of Mecklenburg)

Subscribed and sworn to (or affirmed) before me on this 29th day of July, 2013, by Demetrius Parson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

JEREMY C BUTTS NOTARY PUBLIC MECKLENBURG COUNTY NC MY COMMISSION EXPIRES AUGUST 22, 2017 (seal)

Signature

CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL

Date of Presentment: July 15, 2013

Notice Presented Under Seal: AFFIDAVIT OF OBLIGATION
NOTICE OF FAULT AND OPPORTUNITY TO CURE

The above-noted parties were presented notice under notary seal that certification of non-performance within ten (10) days of postmark would comprise their acceptance of the above-indicated liability as holder(s) in due course of the funds, the time having elapsed for performance thereof, which was refused

Notary's Certification:

Certified Statement of Account
Affidavit acknowledgement and FOIA DEMAND
(Article 9 UCC § 9-210)

Arnold Parson Jr/Dazarhea Parson hereby certify and confirm this to be a true and correct statement of accounting as received by your office 6-17-13

On April 3, 2012 a bill of exchange was received by your office in the amount of $20,900 for the **account receivable number 671082519/ File Number 12-54.** Therefore the accounts receivable should read zero balance. The accounts payable to **account number 671082519/ File Number 12-54** should read $23,969 in recoupment for loan and overpaid payments. Please correct and adjust all account records.

Please within 14 days approve or correct this statement and provide the following information.

Be advised of this Bankers acceptance of value, and that this is a notice sent pursuant to Article 9 UCC § 9-210 **and the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809 (b) that your claim has now been accepted under the following conditions as certain validations are required.**

Anderson Brothers Bank have yet to prove your creditor standing and status and such is required before this matter proceeds in a course requiring Arnold Parson Jr/ Dazarhea Parson to assume the role of debtor. This affidavit serves as proof of creditor status, in that as a result of Arnold Parson Jr/ Dazarhea Parson authority and Arnold Parson Jr/ Dazarhea Parson account you are indebted to ARNOLD PARSON JR/ DAZARHEA PARSON! Due process requires the following:

That Anderson Brothers Bank Provide proof of claim and exhibit the original instrument in accordance with the UCC inter alia, and South Carolina state Law, U.C.C. § 3-501(B)(12), (and any local applicable laws including UCC) inclusive of the genuine original Promissory Note and genuine original allonge(s) showing chain of title, the official accounting leger, inclusive of the following forms and OMB numbers of the forms to show the record of financial interest in the Promissory Note:

1. Proof of claim that you Anderson Brothers Bank are the original Holder in due course, of the aforementioned original debt instrument, and that it is not being un-sold to another party.

2. A copy of actual accounting, original leger account receivable, accounts payable, and off books balance sheets whereby Anderson Brothers Bank, has incurred a loss as a result of the alleged debt.

3. An invoice (not a statement), for any amount of money allegedly owed to Anderson Brothers Bank by Arnold Parson Jr/ Dazarhea Parson

4. Provide proof of claim there is any money in circulation is backed by anything of value, by which any debt including this one that lends to the possibility that Anderson Brothers Bank might get paid by way of actual money. And that the value of the bill of exchange was not sufficient to discharge this debt under the following laws:

5. Also provide these further items if associated with this matter in any fashion and or form (if applicable). . .

(a) Federal Reserve form S3 registration statement,

(b) Federal Reserve form 424(b)(5) prospectus,

(c) Federal Reserve form FR 2046 balance sheet(s),

(d) Federal Reserve form FR 2049 balance sheet(s),

(e) Federal Reserve form 2099 balance sheet(s),

(f) The Deed of Trust.

(g) Chain of custody

This is a lawful request in accords with the aforementioned and the following:

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS..PART 5. DISHONOR
§ 3-501. PRESENTMENT.

pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809 (b) that your claim is disputed and validation is requested.

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS..PART 5. DISHONOR
§ 3-501. PRESENTMENT.
(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

(2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

and in accords with the following laws:

Fair debt collection Practices ACT (FDCPA), 15 U.S.C. § 1692 et seq., 1978 Title VIII of the Consumer Credit Protection ACT of 1978

The Indentured Trust ACT of 1939

HJR 192, 112 Statutes at Large 48, and P.L. 73.10 of 1933

The Securities Exchange Act of 1934
The Fair Credit reporting Act Public Law No. 91-508 enacted in 1970
The Bankruptcy ACT of 1933
12 USC 411, P.L. 97-280
UCC 1-103, 1-308, 2-221, 2-104, 3-415-419, 3-500-510
§ 3-603. TENDER OF PAYMENT.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

... Any corrections hereto must be submitted in writing, under oath, under the penalty of perjury, and full commercial liability (where otherwise not prohibited by law). Be it noted that your company chose to dishonor the lawful bills of exchange that were in compliance with the above laws, and did so without any indication as to the lack of good faith on your part. In receipt of the Instruments you failed to apply and adjust the account, you further failed to return as required by UCC article 3 the aforementioned instruments and this debt is now discharged by law unless you can provide a LAWFUL rebuttal, supported by affidavit and the aforementioned documentation! You have 14 days to set-off, discharge, and or adjust the account, as required by Law and good-faith. THIS DOCUMENT SHALL SERVE AS LEGAL NOTICE! Each party must assume their proper roles this cancels and annuls any and all adhesion contracts.

By: Administrator for,
UCC 1-308 (old 1-207)
Arnold Parson Jr.
Arnold Parson Jr

By: Administrator for,
UCC 1-308 (old 1-207)
Dazarhea Parson
Dazarhea Parson

The original Creditors of record!

NOTARY

On this date 6-18-2013, a natural man and a natural woman appeared in their true character, who identified themselves as Arnold Parson Jr/ Dazarhea Parson appeared before me Kris F. Nelson, a notary public residing in Marion County, S.C. state and attested to the truth of this affidavit with their oath and autograph.

Kris F. Nelson
Notary Public

MRS. KRIS F. NELSON
SC NOTARY PUBLIC
MCE: 11-25-2018

Commission Expires 11-25-2018 Seal

68042366

Instrument 201200031380 OR | Vol 195 | Page 244

DAZARHEA PARSON

201200031380
Filed for Record In 6-2-12
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURTS
04-04-2012 At 04:10 pm.
MORTGAGE 10.00
Vol 195 Page 244 - 246

201200031380
ROBERT H CORLEY

THE STATE OF SOUTH CAROLINA) MORTGAGE OF REAL ESTATE

COUNTY OF MARION)

TO ALL WHOM THESE PRESENTS MAY CONCERN: WE, **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,**

IN THE STATE AFORESAID SEND GREETING:

WHEREAS WE the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** (Hereinafter also styled the mortgagor) in and by OUR certain Note or obligation bearing even date herewith, stand firmly held and bound unto **Anderson Brothers Bank, P.O. BOX 310, Mullins, SC 29574** (hereinafter also styled the mortgagee) in the sum of **Twenty Thousand Nine Hundred and 00/100's ($20,900.00)** Dollars, as evidenced by and according to the terms and conditions of a Promissory Note of even date herewith, as in and by the said Note and Conditions(s) thereof, reference being thereof had, will more fully appear.

WHEREAS, in consideration of advances made and which may be made by Anderson Brothers Bank, Mullins, Lender to **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** borrower(s), aggregating **Twenty Thousand Nine Hundred an No/100's ($20,900.00)** Dollars evidence by note executed of even date herewith which is hereby expressly made a part hereof and to secure in accordance with Section 29-3-50, Code of Laws of South Carolina 1976. (1) All existing indebtedness of **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** and Anderson Brothers Bank, Mullins, as referenced by the above described advances evidenced by the promissory note of even dated herewith and all renewals and extensions thereof. (2) all future advances that may subsequently be made to **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** to Anderson Brothers Bank, Mullins, as evidenced by promissory notes, and all renewals and extensions thereof. The maximum principal amount of all existing indebtedness and future advances outstanding at any one time not to exceed **Twenty Thousand Nine Hundred and 00/100's ($20,900.00)** Dollars plus interest thereon, attorney's fees and court costs with interest as provided in said note(s), and costs including a reasonable attorney's fee and charges as provided in the said note(s) herein.

DUE ON SALE- This mortgage is due on sale.

NOW, KNOW ALL MEN, that the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledge, have granted, bargained, sold and released, by these Presents do grant, bargain, sell and release unto the said **Anderson Brothers Bank, ITS SUCCESSORS AND ASSIGNS FOREVER.**

All that certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated January 24, 1999, and recorded on lat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more details metes and bounds description.

EXHIBIT B

ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property.

This is the same property conveyed to the Mortgagors herein by deed from FBSA 1, LLC dated March 28, 2012 recorded March 28, 2012 in Or Vol 195 Page 239

TMS # 034-00-00-255-000

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident of appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Mortgagee, its heirs, successors, and assigns forever.

AND Mortgagor do(es) hereby bind Mortgagor's heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said premise unto the said mortgagee, mortgagee's heirs, successors, and assigns, from and against Mortgagor and Mortgagor's heirs, successors, executors and administrators and all person lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by an between the parties hereto, that the said mortgagor, mortgagor's heirs, successors, executors or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee for an amount of not less than the value of the buildings in such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee, mortgagee's heirs, successors, or assigns, may effect such instance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of there insurance and contribution between the insurers that the said mortgagee, mortgagee's heirs, successors, or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by an between the said parties, that if the said mortgagor, mortgagor's heirs, successors, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, mortgagee's heirs, successors, or assigns, may cause the same to be paid, together with all penalties and cost incurred thereon, an reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of the mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgagee,

mortgagee's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, mortgagee's heirs, successors, or assigns, including reasonable counsel fee (of not less than ten per cent. of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, mortgagor's heirs, successors executors or administrators shall pay, or cause to be paid unto the said mortgagee, mortgagee's certain attorneys, heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, mortgagee's heirs, successors or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said premises until default of payments shall be made.

WITNESS Mortgagor's Hand and Seal, this 3rd day of April, in the year of our Lord Two Thousand and Twelve.

Signed, sealed and delivered in the presence of

Brooke Huffin

Dazarhea Parson
DAZARHEA DANIELS PARSON

A. J. Parson Jr.
A. TYRONE PARSON, JR.

STATE OF SOUTH CAROLINA)

COUNTY OF MARION)

BEFORE ME personally appeared the undersigned witness and made oath that (s)he saw the within named Mortgagor sign, seal, and as Mortgagor's act and deed, deliver the within written Deed; and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Brooke Huffin

Sworn to before me, this 3rd
day of April, 2012

(L.S)
Notary Public for South Carolina
My Commission Expires: 04/07/2016

Issue date: February 25, 2014
Bond number: RB122624178US

PRIVATE INDEMNITY BOND

Registered Mail: RB122624178US

Pay to the Order of:

THE STATE OF SOUTH CAROLINA
1100 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA

DIPE Trust, an Express Trust Organization, in care of *7729 Batavia Lane, Charlotte*, Mecklenburg, North Carolina, ("principal"), *DEMETRIUS ISHMEAL PARSON, [a corporation organized and existing under the laws of NEW YORK]*, with its principal office located at 55 WATER STREET, NEW YORK, NEW YORK, *[and qualified and authorized to transact a surety business in SOUTH CAROLINA]* ("surety"), *JEANNINE BEATRICE PARSON, [a corporation organized and existing under the laws of NEW YORK]*, with its principal office located at 55 WATER STREET, NEW YORK, NEW YORK, *[and qualified and authorized to transact a surety business in SOUTH CAROLINA]* ("surety"), acknowledge our indebtedness to DAZARHEA MONIQUE PARSON, of PO BOX 776, *MULLINS, SOUTH CAROLINA* ("obligee"), in the sum of $5,000,000.00, ARNOLD TYRONE PARSON, of PO BOX 776, *MULLINS, SOUTH CAROLINA* ("obligee"), in the sum of $5,000,000.00, THE STATE OF SOUTH CAROLINA ETCETERA ALL, of 1100 GERVAIS STREET, COLUMBIA, *SOUTH CAROLINA* ("obligee"), in the sum of $5,000,000.00 for which payment, well and truly to be made, principal and surety do bind ourselves and our legal representatives and successors, jointly and severally.

The condition of the obligation of this bond is that if principal shall indemnify obligee, obligee's legal representatives, successors, and assigns, against any and all loss or damage that may be caused or occasioned by, or that may arise from *[set forth risk or risks for which indemnity given]*, and against all liability whatsoever accruing or resulting from such loss or damage, then this

TRUE COPY ORIGINALS HAVE BEEN ACCEPTED

obligation shall be void; otherwise it shall remain in full force and effect.

NOW, THEREFORE, the Creditor for the purpose of lawful commerce, does hereby necessarily issue this Private Offset Indemnity Bond to Joseph Lew in his capacity as Secretary of the United States Treasury in the amount above-noted. The Fiduciary shall have three (3) days from presentment to dishonor the Bond by returning same to the Principal by certified mail at the location below-noted. Failure to return will stipulate the Fiduciary's acceptance and honor.

BOND ORDER

1. **The Fiduciary shall instantly ledger the sum certain of one half (fifty percent) of the above-noted Face Value of this Indemnity Bond to the benefit and use of the United States Department of the Treasury for a period of Ten (10) years from the Date of Issuance through the Date of Expiration of this Bond.**

2. The Fiduciary shall ledger dollar for dollar against this Private Offset Bond by end of business on the day of presentment or the next business day if presentment is made on a non-business day, any and all liabilities whether attributed to, or on behalf of, the Creditor, the Creditor's Collateral or any other party for which Creditor makes this Private Offset Indemnity Bond available by his signature and/or seal on the instrument of obligation or otherwise gives notice to pay, satisfy or discharge the obligation regardless of the form of the instrument of obligation, whether the instrument of obligation is commercial, negotiable, non-negotiable, express or implied, through the Creditor's Private Offset Account, Pass-through Account DEMETRIUS ISHMEAL PARSON 250490624, as authorized herein in any amount or cumulative amounts up to and including one-half (fifty percent) of the above-noted Face Value of this Private Offset Indemnity Bond.

3. Upon presentment of such instrument of obligation, the Fiduciary shall pay, discharge and satisfy the obligation in full dollar for dollar through the Creditor's Private Offset Account, Pass-through Account DEMETRIUS ISHMEAL PARSON 250490624 in any amount or cumulative amounts up to and including one-half (fifty percent) of the above-noted Face Value of this Indemnity Bond.

4. The Fiduciary shall have three (3) days from the Date of Delivery specified on United States Postal Service Form No. 3811 to dishonor this Bond by returning it to the Principal with all associated transactions annexed thereto by United States Certified Mail at the mailing location identified hereunder. The Fiduciary's failure to return the Bond as indicated will stipulate the Fiduciary's acceptance and honoring of this instrument and all terms and provisions herein as an operation of law.

5. All communication shall be sent by United States Certified Mail to the Principal at the location noted hereunder exactly as shown. Service in any other manner will be defective. The Principal will accept post at the said postal location only.

TRUE COPY ORIGINALS HAVE BEEN ACCEPTED

6. This Bond shall be ledgered as an asset to the benefit of the United States Department of the Treasury.

7. This Bond expires at 11:59:59 PM, February 24, 2024.

This Bond shall be ledgered, as an asset, as best suits the needs of The United States Department of Treasury. Void where prohibited by law.

Each party to this bond has caused it to be executed on this _____ day of _____, 2014.

PRINCIPAL:
By:
DIPE Trust
Demetrius Parson, as Trustee
And not personally

SURETY(ies):

_____

Title: Agent_____

_____

Title:_Agent_____

State of NORTH CAROLINA)
)ss.
County of MECKLENBURG___)

Demetrius Parson trustee, Board of Trustees for DIPE *Trust* (Principal) and DEMETRIUS ISHMEAL PARSON (Surety)and JEANNINE BEATRICE PARSON(Surety) personally appeared before me and acknowledged the execution thereof to be his voluntary act and deed and in the capacity stated.

Dated: _____

_____Notary Public

TRUE COPY ORIGINALS HAVE BEEN ACCEPTED

LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY - - I did ACCEPT

Re: REGISTERD BOND: **RB122625178US**

Attn: **Holder in Due Course**

Re: Notice - Processing of Bond/Note for discharge of debt (BA Time Draft)

I am in receipt of the attached. Enclosed INDENMITY BOND dated the 25th day of February, 2014, (BA - Time Draft) the processing of which will discharge the entire current amount on the claim herein I did accept. This Negotiable Instrument is presented under the authority of Public Law 73-10 UCC 3-104(c), *Spencer v Sterling Bank*, 63 Cal Ap 4th 1055 (1998), *Guaranty Trust Co. Of New York v Henwood et al*, 59 S.Ct. 847, and Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned Contract Trust Account. Following are the steps required to settle this account. This is not a Treasury / Bond Account.

1. The enclosed Negotiable Instrument is hereby presented and the following process *must be followed to the letter* in order to satisfy the claimed amount due on this account and discharge of this debt.
2. My Personal Direct Treasury Trust (Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institutional via Certified or Registered Mail directly to the Secretary of the Treasury - Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave NW, Washington, D.C. 20220, Attn: Jacob J. Lew.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present original the Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury - Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with Public and Banking Policy. For out of state transactions the Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg Z - Truth in Lending, 12 USC §2261 et seq, the Order / Property has passed. Then the full-faced amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge the claim.

TRUE COPY ORIGINALS HAVE BEEN ACCEPTED

6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be notified of the corrective action taken.

7. I hereby request that you notify the undersigned me, when the time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z has transpired and the account has been adjusted.

Thank you for your cooperation in getting this account settled and the claim discharged and closed...

_____ Demetrius Ishmeal Parson, Owner, Secured Party, Creditor.

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